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COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Project

Agreement/ Subgrant No. 79-28

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	City of Woodland

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Woodland hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

MAR - 9 1979

PETER McNAMEE, Clerk

By Barbara Rodgers Deputy

Program

Public Fire Safety Prevention Program

Address

300 First Street

City

Woodland, CA 95695

Phone

(916) 662-5416 X21

Program Director

Tom Peterson

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County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on February 1, 1979.

The term of the SUBGRANT shall end on January 31, 1980.

The total amount of the SUBGRANT is $34,308.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Thos. A. Peterson 3/5/79	Betsy A. Marchand FEB 13 1979
Name and Title / Date	Name and Title / Date
Thomas A. Peterson, City Manager City of Woodland	Betsy A. Marchand, Chairman Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of February, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the City of Woodland hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

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1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The City of Woodland is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Budget Page

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 1, 1979, and shall end January 31, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 34,308, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-28.

COUNTY OF YOLO, PRIME SPONSOR

Betty G. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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CITY OF WOODLAND
(Legal Name of SUBGRANTEE)

Thos. A. Stevenson
(Signature of Authorized Officer)

March 5, 19 79

City Manager - City of Woodland
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

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b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

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bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

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3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

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Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

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It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Micro Fiched

X Betsey A. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

CITY OF WOODLAND
(Legal Name of Subgrantee)

March 5, 19 79

X Thos. A. Peterson
(Signature of Authorized Officer)

City Manager - City of Woodland
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE February 1, 1979

Subgrantee Name and Address:

City of Woodland
300 First Street
Woodland, GA 95695

Contact Person Al Feuerstein
Phone 662-5416 X21 Contract No. _____
Period: From 2-1-79 To 1-30-80
Program Name Public Fire Safety Prevention Program

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
FEB.			2,780					
MAR.			2,780					
APR.			2,780					
MAY			2,824					
JUNE			2,824					
JULY			2,824					
AUG.			2,916					
SEPT.			2,916					
OCT.			2,916					
NOV.			2,916					
DEC.			2,916					
JAN.			2,916					
TOTAL			34,308					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
FEB.			2,225	555			
MAR.			2,225	555			
APR.			2,225	555			
MAY			2,260	564			
JUNE			2,260	564			
JULY			2,260	564			
AUG.			2,333	583			
SEPT.			2,333	583			
OCT.			2,333	583			
NOV.			2,333	583			
DEC.			2,333	583			
JAN.			2,333	583			
TOTAL			27,453	6,855			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Date FEB 13 1979

Accountant — Date 1-30-79

Principal Administrative Analyst — Date 2-14-79

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

CITY OF WOODLAND

	Positions		Salary 2-1-79 to 1-31-80	Benefits	Total
Micro filmed					
One	Administrative Aide I				
	6 mos @ 765/191		$ 4,590	$1,146	$ 5,736
	6 mos @ 803/201		4,818	1,206	6,024
One	Administrative Aide				
	3 mos @ 730/182		2,190	546	2,736
	9 mos @ 765/191		6,885	1,719	8,604
One	Administrative Aide				
	6 mos @ 730/182		4,380	1,092	5,472
	6 mos @ 765/191		4,590	1,146	5,736
Three		TOTAL	$27,453	$6,855	$34,308

I. PROJECT ABSTRACT

The National Fire Prevention and Control Administration, through its report America Burning has estimated "about 70% of the fires that occur in buildings can be attributed to the careless acts of people". It further states "It is these fires that should be the special target of educational efforts designed to prevent them from happening".

The City of Woodland recognized this problem and designed a program to accomplish these educational goals last year and was granted a one year CETA project to implement it. As a result, one of the team members is now a permanent employee of the fire department.

There is, however, no other organized public fire education and prevention program in Yolo County. The Yolo County fire services have recognized this need, and have asked the Woodland Fire Department to be the lead agency in planning, developing and adapting public fire safety education and prevention programs and materials for use county wide.

The purpose of the proposed fire safety and prevention program is to develope, adapt, and produce materials that will enable members of the fire service to teach the concepts and practices of fire safety and prevention to the general public.

During this project, slide tape programs will be developed, existing City of Woodland programs will be adapted and printed materials such as brochures, and children's activity books will be made ready for publication.

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When these programs are disseminated throughout the County, and an effort is made to teach the citizens about fire safety and prevention, a reduction in fire losses and fires can be expected.

Reductions in fire loss will eventually bring better fire insurance ratings for Yolo County residents, resulting in lower fire insurance premiums.

In addition, a reduction of the fire problems through county wide public fire safety and prevention education could be important in reducing future local government costs.

If Yolo County is to reduce fire losses, public safety and prevention education must be a major and continuing part of the effort.

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

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In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

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   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

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3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

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d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

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(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

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(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

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As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

X Bobbie A. Marchand
Authorized Signature

FEB 13 1979
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Agreement/ Subgrant No. 79-29

Title VI - Projects

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	City of Woodland

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Woodland hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

MAR - 9 1979

PETER McNAMEE, Clerk

By Barbara A Rogers Deputy

Program

Home Fire Safety Survey Project

Address

300 First Street

City Phone

Woodland, CA 95695 662-5416 X21

Program Director

Thomas Peterson

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County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $40,344.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Thos. A. Peterson 3/5/79	Betsy A. Marchand 2-13-79
Name and Title Date	Name and Title Date
Thomas A. Peterson, City Manager City of Woodland	Betsy A. Marchand, Chairman Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the City of Woodland hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

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(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)..

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The City of Woodland is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 40,344, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

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(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such Agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-29.

COUNTY OF YOLO, PRIME SPONSOR

Betsy G. Mordaunt
(Signature of Authorized Officer)
2-13-79

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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CITY OF WOODLAND
(Legal Name of SUBGRANTEE)

Thos. A. Peterson
(Signature of Authorized Officer)

March 5, 19 79

City Manager - City of Woodland
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

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b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 707(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fiched bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for Micro Fiched veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

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3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

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Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Energency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

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F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

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Betsy A. Marchand
(Signature of Authorized Officer)
2-13-79

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

CITY OF WOODLAND
(Legal Name of Subgrantee)

March 5, 19 79

Thos. R. Stevenson
(Signature of Authorized Officer)

City Manager - City of Woodland
(Title of Authorized Officer)

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

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(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Betsey A. Marchand
Authorized Signature

2-13-79
Date

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-30

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Diogenes Youth Services

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Diogenes Youth Services hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

RECEIVED
MAR - 8 1979
PETER McNAMEE, Clerk
By _____ Deputy

FILED
MAR - 8 1979
PETER McNAMEE, Clerk
By _____ Deputy

Program
Youth Needs Survey/Assessment

Address
1421 Drake Drive

City
Davis, CA 95616

Phone
756-5666

Program Director
Robert Hallatt

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County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $26,754.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: Ronald Clement, Executive Director	Name and Title: Betsy A. Marchand, Chairman, Yolo County Board of Supervisors
Date: 3-5-79	Date: FEB 13 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Diogenes Youth Services hereinafter called SUBGRANTEE.

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W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The Diogenes Youth Services is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

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The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 26,754, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(c) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

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expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

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budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(c) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

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No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. _____.

COUNTY OF YOLO, PRIME SPONSOR

By G. Morehead
(Signature of Authorized Officer)

FEB 12 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

_____ 19___

(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

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f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) letter of credit cash drawdowns will only be initiated when actually needed for its EDA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

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On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

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Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

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It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

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(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of Subgrantee)

_____ 19____

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

Diogenes Youth Services

1421 Drake Drive

Davis, CA 95616

Contact Person Ron Clement

Phone 756-5666 Contract No. _____

Period: From 3-1-79 To 2-29-80

Program Name Youth Needs Survey/Assessment Project

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			2,207					
APR.			2,207					
MAY			2,207					
JUNE			2,207					
JULY			2,207					
AUG.			2,207					
SEPT.			2,252					
OCT.			2,252					
NOV.			2,252					
DEC.			2,252					
JAN.			2,252					
FEB.			2,252					
TOTAL			26,754					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			2,100	107			
APR.			2,100	107			
MAY			2,100	107			
JUNE			2,100	107			
JULY			2,100	107			
AUG.			2,100	107			
SEPT.			2,145	107			
OCT.			2,145	107			
NOV.			2,145	107			
DEC.			2,145	107			
JAN.			2,145	107			
FEB.			2,145	107			
TOTAL			25,470	1,284			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature Date

Accountant Date

Principal Administrative Analyst Date

YC 103 (10-78)

POSITION LISTING

TITLE VI PROJECTS

DIOGENES YOUTH SERVICES

	Positions	Salary 3-1-79 to 2-29-80	Benefits	Total
One	Survey Coordinator			
	6 mos @ 800/40	$ 4,800	$ 240	$ 5,040
	6 mos @ 815/40	4,890	240	5,130
One	Research Assistant			
	6 mos @ 700/36	4,200	216	4,416
	6 mos @ 715/36	4,290	216	4,506
One	Clerk-Typist			
	6 mos @ 600/31	3,600	186	3,786
	6 mos @ 615/31	3,690	186	3,876
Three	TOTAL	$25,470	$1,284	$26,754

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

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In cases of CETA participants or any other agrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

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2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

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a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

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(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

Signature Page

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As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Authorized Signature

FEB 13 1979

Date

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Betsey A. Marchand
Authorized Signature

FEB 13 1979
Date

BL

COUNTY OF YOLO

Subgrant Signature Sheet

Agreement/ Subgrant No. 79-31

Title VI - Projects

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Sacramento Children's Home

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Sacramento Children's Home hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
MAR - 8 1979
PETER McNAMEE, Clerk
By Barbara Rodgers Deputy

RECEIVED
MAR - 8 1979
PETER McNAMEE, Clerk
By _____ Deputy

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Program
Sacramento Children's Home

Address
2750 Sutterville Road

City
Sacramento, CA 95820

Phone
452-3981

Program Director
Eric Gill

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $8,258.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Eric Gill 2-28-79	Betsy A. Marchand FEB 19 1979
Name and Title Date	Name and Title Date
	Betsy A. Marchand, Chairman Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Sacramento Children's Home hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The Sacramento Children's Home is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 8,258, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

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(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of

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Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-31.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

FEB 13 1975

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Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

_____ 19____

(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

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g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 707(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its EDA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

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11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

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Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

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It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of Subgrantee)

_____ 19___

Eric Ihrl
(Signature of Authorized Officer)

(Title of Authorized Officer)

Micro Filmed

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[X] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

Sacramento Children's Home

2750 Sutterville Road

Sacramento, CA 95820

Contact Person Nancy Clavere

Phone 452-3981 X524 Contract No. _____

Period: From 3-1-79 To 2-29-80

Program Name Sacramento Children's Home Mural Project

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			659					
APR.			659					
MAY			659					
JUNE			659					
JULY			659					
AUG.			709					
SEPT.			709					
OCT.			709					
NOV.			709					
DEC.			709					
JAN.			709					
FEB.			709					
TOTAL			8,258					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			570	89			
APR.			570	89			
MAY			570	89			
JUNE			570	89			
JULY			570	89			
AUG.			616	93			
SEPT.			616	93			
OCT.			616	93			
NOV.			616	93			
DEC.			616	93			
JAN.			616	93			
FEB.			616	93			
TOTAL			7,162	1,096			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Eric Sill

Name and Title of Authorized Official

Signature Date

For CETA Approval Only:

Accountant Date

Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

SACRAMENTO CHILDREN's HOME

Micro Fiched

	Positions	Salary 3-1-79 to	Benefits 2-29-80	Total
One	CETA Artist/Arts and Crafts Instructor			
	5 mos at 570/89	$2,850	$ 445	$3,295
	7 mos at 616/93	4,312	651	4,963
	TOTAL	$7,162	$1,096	$8,258

I PROJECT ABSTRACT

Micro Fiched The Sacramento Children's Home Mural Project is designed to meet a multiplicity of needs, both of the agency and the CETA trainee selected for the program. Among the benefits obtained from the project are the following: 1) To beautify the Sacramento Children's Home with the creation of an artistic outdoor mural, approximately 45' x 25', 2) To provide the opportunity for youngsters in residence to assist the CETA artist during the implementation of the mural, 3) To provide the CETA trainee art experience and supervision in the area of Arts/Crafts education for the emotionally disturbed youngsters and young adults, and 4) To enhance the arts and crafts offerings to the youngsters in residence at the Home.

The Sacramento Children's Home has a large modern concrete slab recreation building 94' x 96'. The north wall of this building is windowless and faces both a parking lot and the Casa de los Ninos Restaurant. A mural on this wall would serve to enhance the appearance of the area, it would increase the youngsters' pride in being a resident at this institution, it would provide youngsters an artistic learning experience as well as giving hands-on experience to several resident "artistic helpers".

When time or weather was inclement, it would be expected that the CETA trainee would work under the supervision of the Cottage Life Supervisor and S.C.H. Art Therapist to develop an expanded art program for all Home youngsters.

It is expected that the Home will benefit from the project with the addition of the mural. The children in residence will benefit through participation in the design and painting of the mural and in other CETA-directed art projects. Finally, the trainee will benefit through having his/her work displayed. The trainee will also benefit through the training provided by the SCH and through the opportunity to join the SCH staff as a regular employee at the end of the project and training period.

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

City of Woodland
300 First Street
Woodland, CA 95695

Contact Person Al Feuerstein
Phone 662-5416 X21 Contract No. _____
Period: From 3-1-79 To 2-29-80
Program Name Home Fire Safety Survey Project

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			3,280					
APR.			3,280					
MAY			3,280					
JUNE			3,280					
JULY			3,280					
AUG.			3,280					
SEPT.			3,444					
OCT.			3,444					
NOV.			3,444					
DEC.			3,444					
JAN.			3,444					
FEB.			3,444					
TOTAL			40,344					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			2,624	656			
APR.			2,624	656			
MAY			2,624	656			
JUNE			2,624	656			
JULY			2,624	656			
AUG.			2,624	656			
SEPT.			2,756	688			
OCT.			2,756	688			
NOV.			2,756	688			
DEC.			2,756	688			
JAN.			2,756	688			
FEB.			2,756	688			
TOTAL			32,280	8,064			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature Date 2-13-79

For CETA Approval Only:

Accountant Date 1-30-79

Principal Administrative Analyst Date 1-31-79

C 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

CITY OF WOODLAND

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Positions		Salary 3-1-79 to 2-29-80	Benefits	Total
Four Fire Safety Surveyor				
6 mos @ 656/164		$15,744	$3,936	$19,680
6 mos @ 689/172		16,536	4,128	20,664
	TOTAL	$32,280	$8,064	$40,344

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

I. PROJECT ABSTRACT

The United States Fire Administration is currently making an effort to get cities to incorporate a home fire safety survey program into their fire safety education programs.

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Home fire safety surveys have proved to be a very effective way of reaching community members and eliminating some of the ever present problems that allow fires to occur in the home.

The home fire safety survey project proposed by Woodland is very similar to those conducted in other areas of the country. The primary difference would be that the focus and literature will be directed at the problems which have been found to be most prevalent in Woodland.

There will be two teams of two members each, which will go door to door in all residential areas of the City, speaking to each resident, telling them about the program and asking if they would like a home fire safety survey. If the resident agrees the team will make a fire safety survey of the home to find fire hazards and suggest ways in which these hazards might be corrected. If the resident does not wish to have a home fire safety survey, the team members will leave fire safety literature for them. In addition, the survey teams will advise households on the acquisition of smoke detectors and fire extinguishers and will help the family in planning emergency escape routes.

This project will allow the fire department to speak directly to residents of Woodland about fire problems relating specifically to their homes and families.

As in the other cities across the nation which have initiated this program, the City of Woodland Fire Department expects to reach a very large percentage of the population and thereby reduce the number of fires significantly.

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

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1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

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In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

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3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

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b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

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(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

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(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

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(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Book

COUNTY OF YOLO

Subgrant Signature Sheet

Agreement/ Subgrant No. 79-32

Title VI - Projects

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Tree Improvement Program

Address

711 N Street

City

Sacramento, CA 95814

Program Director

FILED

APR - 6 1979

PETER McNAMEE, Clerk

By DEPUTY

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Phone

322-8982

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $20,712.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title Date	Name and Title Date
	FEB 13 1979 Betsy A. Marchand, Chairman Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 197 , by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehen ive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

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(f) Making maximum efforts to achieve the provisions of the plan.

2. The State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operation Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

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3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 20,712, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

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7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

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(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of

Agreement nor any Agreement pursuant hereto shall

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obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

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(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

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(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

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17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

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22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order 4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5001495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title 1, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-32.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

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(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the EA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

Micro Fiched

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Patty A. Marchand
(Signature of Authorized Officer)

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

(Legal Name of Subgrantee)

MAR 2 8 1979

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

State of California - CETA Office

711 N Street

Sacramento, CA 95814

Contact Person Cynde Jackson

Phone 332-8982 Contract No. _____

Period: From 3-1-79 To 2-29-80

Program Name Tree Improvement Program

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			1,688					
APR.			1,688					
MAY			1,688					
JUNE			1,688					
JULY			1,688					
AUG.			1,688					
SEPT.			1,764					
OCT.			1,764					
NOV.			1,764					
DEC.			1,764					
JAN.			1,764					
FEB.			1,764					
TOTAL			20,712					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,384	304			
APR.			1,384	304			
MAY			1,384	304			
JUNE			1,384	304			
JULY			1,384	304			
AUG.			1,384	304			
SEPT.			1,446	318			
OCT.			1,446	318			
NOV.			1,446	318			
DEC.			1,446	318			
JAN.			1,446	318			
FEB.			1,446	318			
TOTAL			16,980	3,732			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMEN

For CETA Approval Only:

_____ Name and Title of Authorized Official

Betty C. Wareham Signature

FEB 13 1979 Date

Jack C. Cooper Accountant 1-30-79 Date

_____ Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

STATE OF CALIFORNIA

CETA OFFICE

	Positions	Salary 3-1-79 to 2-29-80	Benefits	Total
				Micro Fiched
Two	Service Assistant Maintenance PSE			
	6 mos @ 692/152	$ 8,304	$1,824	$10,128
	6 mos @ 723/159	8,676	1,908	10,584
	TOTAL	$16,980	$3,732	$20,712

PROJECT ABSTRACT

The California Department of Forestry participates in a cooperative program to produce tree seed that will provide genetically-improved seedlii for reforestation. The objective is to provide seed for an annual production of 5 million genetically improved seedlings by 1985.

There is an increasing need for forest products in California and the United States as a whole. Our aim is to increase the productivity of the forest lands of California by producing a seedling that will grow faster and have better quality wood.

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The methods for producing this better seedling are: select the best tr from the natural stands of timber, vegetatively propagate this tree by grafting or rooted cuttings, plant these trees in an orchard and allow these select trees to cross pollinate each other, and collect the seed.

Results from tree improvement programs in other areas have given at lea 20 percent increase in rate of growth. The people working in this project will learn a valuable trade. Forest industry and other government agencies are interested in similar projects but there are few people wi experience in the various aspects of propagating and developing seed orchards.

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Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately four weeks in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not employed, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the Y.C.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork to fill the open CETA position(s) leaving the position and the procedure for re-hiring the position can be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he or she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization should be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertised job opening - a copy of the ad.

Approved requests for time off should be given with no decrease of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Kitsap County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

Micro Fiched

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

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5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiched

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing.

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings. Micro Fiched

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Betsy A. Marchand

Authorized Signature

Date

COUNTY OF YOLO

Bk.

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-33

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Personnel Services

Address

711 N. Street

City

Sacramento, CA 95814

Program Director

FILED

APR - 6 1979

PETER McNAMEE, Clerk

By Linda Wyatt DEPUTY

Phone

322-8982

Micro Fiched

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on February 1, 1979.

The term of the SUBGRANT shall end on August 14, 1979.

The total amount of the SUBGRANT is $7,137.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title — Date	Name and Title — Date
I. L. Jimenez, Chief, Public Service Employment Section, State CETA Office — MAR 20 1979	Betsy A. Marchand, Chairperson, Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 1, 1979, and shall end August 14, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 7,137, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

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(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

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8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments. Micro Fiched

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order # of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-33.

COUNTY OF YOLO, PRIME SPONSOR

Betsy G. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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State of California
Employment Dev. Department
State [illegible]
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

MAR 2 6 1979 19

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Ib. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the EA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

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D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

By G. Merchant
(Signature of Authorized Officer)

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Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

State of California
Employment Development Department
State Data Office
(Legal Name of Subgrantee)

MAR 2 8 1979 19

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State Data Office
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE February 1, 1979

Subgrantee Name and Address:

State CETA Office
711 N Street
Sacramento, CA 95814

Contact Person Cynde Jackson
Phone 322-8982 Contract No. _____
Period: From 2-1-79 To 8-14-79
Program Name Personnel Services

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
FEB.			1,096					
MAR.			1,096					
APR.			1,096					
MAY			1,096					
JUNE			1,101					
JULY			1,101					
AUG.			551					
SEPT.								
OCT.								
NOV.								
DEC.								
JAN.								
TOTAL			7,137					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
FEB.			833	263			
MAR.			833	263			
APR.			833	263			
MAY			833	263			
JUNE			833	268			
JULY			833	268			
AUG.			417	134			
SEPT.							
OCT.							
NOV.							
DEC.							
JAN.							
TOTAL			5,415	1,722			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature Date

Accountant Date

Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

	Positions		Salary 2-1-79 to 8-14-79	Benefits 8-14-79	Total
One	Staff Services Analyst PSE				
	4 mos @ 833/263		$3,332	$1,052	$4,384
	2.5 mos @ 833/268		2,083	670	2,753
		TOTAL	$5,415	$1,722	$7,137

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I. PROJECT ABSTRACT

PURPOSE: The purpose of the manual will be an aid to standardized working procedures and to codify the various policies, functions, and activities of the Division into a single resource document. Keeping the Manual up-to-date is critical to its effectiveness.

NEED: Ongoing studies done by the Department of Licensing and Certification, as well as the mounting request from public services agencies, support the need to develop and maintain updated information regarding Departmental standards.

METHOD: In order to accomplish these goals, participant's activities will involve research into latest scientific professional and humanistic knowledge as they relate to quality of care standards, Participant must analyze information to determine it's appropriateness for the manual. Information must be edited so that it is both informative and concise (i e , purging and/or updating old information and integrating new knowledge) Participant will be responsible for overall review and distribution of the manual.

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BENEFITS: The benefits derived from this project will be a well defined, organized source of information to be used as a ready reference by Licensing and Certification staff for continuity and efficiency in enforcement of health care regualtions.

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CETA TITLE III AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

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4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization should be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

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Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

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5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

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b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYPA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

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(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

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As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Authorized Signature

FEB 13 1979

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Agreement/ Subgrant No. 79-34

Title VI - Projects

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California - CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Services to Migrant and Rural Farmworkers

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Address

711 N Street

FILED

APR - 6 1979

PETER McNAMEE, Clerk

By DEPUTY

City

Sacramento, CA 95814

Phone

322-8982

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on Febraury 29, 1980.

The total amount of the SUBGRANT is $22,738.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title L. L. Jimmerson Chief, Public Employment Section State CETA Office	Date MAR 2 6 1979
Name and Title Betsy A. Marchand, Chairman Yolo County Board of Supervisors	Date 3/13

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

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2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

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3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 22,738, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

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(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order # of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title 1, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-34.

COUNTY OF YOLO, PRIME SPONSOR

Betty G. Marchant
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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State of California
Employment Dev. Department
State CETA Office
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

MAR 2 8 1979
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(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Enviromental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betty G. Marchant
(Signature of Authorized Officer)

FEB 19 1979 Micro Fiched

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

State of California
Employment Dev. Department
State CETA Office
(Legal Name of Subgrantee)

MAR 2 8 1979 19

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

State of California CETA Office

711 N Street

Sacramento, CA 95814

Contact Person Cynde Jackson

Phone 322-8982 Contract No. _____

Period: From 3-1-79 To 2-29-80

Program Name Services to Migrant and Rural Farmworkers

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			1,894					
APR.			1,894					
MAY			1,894					
JUNE			1,894					
JULY			1,894					
AUG.			1,894					
SEPT.			1,894					
OCT.			1,894					
NOV.			1,894					
DEC.			1,894					
JAN.			1,894					
FEB.			1,894					
TOTAL			22,728					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,652	242			
APR.			1,652	242			
MAY			1,652	242			
JUNE			1,652	242			
JULY			1,652	242			
AUG.			1,652	242			
SEPT.			1,652	242			
OCT.			1,652	242			
NOV.			1,652	242			
DEC.			1,652	242			
JAN.			1,652	242			
FEB.			1,652	242			
TOTAL			19,824	2,904			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

ame and Title of Authorized Official

Bobbie G. Matthews FEB 13 1979

ignature Date

Accountant Date 2-20-79

Principal Administrative Analyst Date 2-20-79

C 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

STATE OF CALIFORNIA

CETA OFFICE

	Positions	Salary 3-1-79 to	Benefits 2-29-80	Total
Two	Research Technician Various Studies, PSE	$19,824	$2,904	$22,728

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I. PROJECT ABSTRACT

The Civil Rights Office and the Office of Legislation Liaison of the California Department of Mental Health are concerned with assuring the quality of care and the equality of the provision of service to the population at risk. A recent report to the President of the United States on the mental health needs of migrant and rural farm workers highlights the critical underservice this segment of the population presently receives. To recognize such a need is not enough. Therefore, two persons, at the Research Technician level, are requested for the Civil Rights Office and the Office of Legislative Liaison. The research Techniciamfor Civil Rights will conduct a result oriented survey of the incidence of complaints in the field and appropriate material submitted by the Department of Mental Health funded grantees which will result in recommendations for legislation that will attempt to improve the quality of service to rural populations. The research Techniciamfor the Office of Legislative Liaison will conduct additional legislative research for bills to improve the quality of care for our target population and regular bill review for appropriate mental health services. The work production of the Civil Rights Office project will be submitted to the legislature and department management for review and for the potential development of legislative and administrative solutions. This activity cannot now be implemented due to a present policy restricting the employment of civil service employees.

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

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   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

B. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

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5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

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(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Bobby G. Marshall
Authorized Signature

FEB 13 1979
Date

EDD Reg # 7000PPH

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Agreement/ Subgrant No. 79-35

Title VI - Projects

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California - CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Statistical and Procedural Analysis

Address

711 N Street

City

Sacramento, CA 95814

Program Director

FILED

APR 6 - 1979

PETER McNAMEE, Clerk

By Doris Wyatt DEPUTY

Micro Fiched

Phone

322-8982

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979

The term of the SUBGRANT shall end on February 29, 1980

The total amount of the SUBGRANT is $9,732

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: D. E. Jimenez, Chief, Public Employment Section, State CETA Office	Name and Title: Betsy A. Marchand, Chairman, Yolo County Board of Supervisors
Date: MAR 2 8 1979	Date: 3-13-79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

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3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 9,732, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUB-GRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

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(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of

Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such goals have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(c) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

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17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the progrer, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order # of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-35.

COUNTY OF YOLO, PRIME SPONSOR

X _____
(Signature of Authorized Officer)

FEB 10 [illegible]

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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_____
(Legal Name of SUBGRANTEE)

X _____
(Signature of Authorized Officer)

MAR 1 6 1979

_____, 19___

_____
(Title of Authorized Officer)

_____
(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of projects, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 707(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 701(8)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the supportive needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants or federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its YCA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the PA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 94-95).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to those youth (e.g., replace previously offered classroom training with only orientation) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate declines except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any persons to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(c) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in this field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

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D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

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F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Bobby A. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

State of California
Employment Dev. Department
State CETA Office
(Legal Name of Subgrantee)

Micro Fiched

MAR 28 1979

_____ 19___

L. L. Jimenez
(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[X] ORIGINAL [ ] REVISION NO. _____

DATE March 1, 1979

Subgrantee Name and Address:

State of California CETA Office
711 N Street
Sacramento, CA 95814

Contact Person Cynde Jackson

Phone 322-8982 Contract No. _____

Period: From 3-1-79 To 2-29-80

Program Name Statistical and Procedural Analysis

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			793					
APR.			793					
MAY			793					
JUNE			793					
JULY			793					
AUG.			793					
SEPT.			829					
OCT.			829					
NOV.			829					
DEC.			829					
JAN.			829					
FEB.			829					
TOTAL			9,732					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			692	101			
APR.			692	101			
MAY			692	101			
JUNE			692	101			
JULY			692	101			
AUG.			692	101			
SEPT.			723	106			
OCT.			723	106			
NOV.			723	106			
DEC.			723	106			
JAN.			723	106			
FEB.			723	106			
TOTAL			8,490	1,242			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

Name and Title of Authorized Official

Signature

Date FEB 12 1979

For CETA Approval Only:

Jack A Boyer — Accountant — Date 1-30-79

Principal Administrative Analyst — Date 1-31-79

YC 108 (10-78)

FEB 13 1979

POSITION LISTING

TITLE VI PROJECTS

STATE OF CALIFORNIA

CETA OFFICE

	Positions		Salary 3-1-79	to	Benefits 2-29-80	Total
						Micro Fiched
One	Administrative Intern PSE					
	6 mos @ 692/101		$4,152		$ 606	$4,758
	6 mos @ 723/106		4,338		636	4,974
		TOTAL	$8,490		$1,242	$9,732

I. PROJECT ABSTRACT

A. Develop statistical analysis of visitor use patterns for each of the historical units including seasons hours, high and low periods of use, average age of visitors and group usage.

Identify operational expenses and anlyze maintenance costs.

Analyze visitor service workload requirements.

Establish inventory and control procedures for materials, supplies and forms.

Analyze expenditures and make expenditure projections.

Project training requirements.

Analyze paperwork management program, crime reports and utility billings.

Micro Fiched

Develop statistical reports.

Analyze public information and seasonal recruitment programs and make recommendations for improvements.

B. One segment at a time will be established and accomplished.

Goals and objectives of each segment will be established at the onset.

Timetables will be developed for each segment with evaluation check points being established at the onset.

Middle point and final review will be established and accomplished for each segment.

C. Area Manager (State Park Manager III).
Chief Ranger (State Park Ranger IV).

Micro Fiched

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services for this program.

2. In order to give preference to economically disadvantaged persons who are most severely disadvantaged, the Yolo County Economic Development Department will not accept referrals from agencies in advance of other organizations.

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3. Job announcements will be posted with the Yolo County Employment Service in various agency locations. Announcements will also be sent to County Welfare Department, Employment Development Department, East Yolo Committee, and Veterans Service Office.

4. Eligibility of applicants for CETA positions will be determined by the M.O.V.E. project staff. Income eligibility will be verified by the Yolo County Welfare Department. Eligibility to be determined by CETA and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants will be based on the results of the review of application reviews and oral interviews before a three person panel from the unit supervisors, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not given, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the prime sponsor agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notification to individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary forms may be filled out by the CETA participant leaving the position and the procedure for recruiting the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with their organization should be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contact the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the time and time of the interview; or
2. If the participant is intending to make application for an advertised job opening - a copy of the ad.

Approved requests for time off should be given with no dollars or hours

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

Micro Fiched

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

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4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

Micro Fiched

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

Micro Fiched

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fiched

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

Micro Fiched

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fairness, to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs, to provide more normal opportunities and to achieve, insofar as possible, an affirmative action balance with forms in which there are represented the citizens who might be found in the [illegible] area.

Micro Fiched

Subgrantees will be required to develop affirmative action plans to subscribe to the policy of Equal Employment Opportunity, and to assist ETA in attaining its affirmative action balance [illegible]

Signature Page

As a subscriber of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

X Bobby A. Marchand

Authorized Signature

FEB 1 [illegible]

Date

COUNTY OF YOLO

EDD Reg # 7100A1993

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-36

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Personnel Services/Delivery System

Address

711 N Street

City

Sacramento, CA 95814

Phone

322-8982

Program Director

FILED

APR 6 - 1979

PETER McNAMEE, Clerk

By Rickie Miyahara DEPUTY

Micro Fiched

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on February 1, 1979.

The term of the SUBGRANT shall end on January 31, 1980.

The total amount of the SUBGRANT is $20,532.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
L. L. Jimenez	Betsy A. Marchand
Name and Title: L. L. Jimenez, Chief, Public Employment Section, State CETA Office	Name and Title: Betsy A. Marchand, Chairman, Yolo County Board of Supervisors
Date: MAR 2 8 1979	Date: FEB 13 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of February, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals.

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. The State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operation Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 1, 1979, and shall end January 31, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 20,532, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

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(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order # of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-36.

COUNTY OF YOLO, PRIME SPONSOR

Bobby A. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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State of California
Employment Dev. Department
State CETA Office
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

MAR 28 1979

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(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)). Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

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D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsey A. Marchand
(Signature of Authorized Officer)

FEB 19 1979

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Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

State of California
Employment Dev. Department
State Clearance Office
(Legal Name of Subgrantee)

MAR 28 1979

19___

(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State Clearance Office
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE February 1, 1979

Subgrantee Name and Address:

State of California CETA Office

711 N Street

Sacramento, CA 95814

Contact Person Cynde Jackson

Phone 322-8982 Contract No. _____

Period: From 2-1-79 To 1-31-80

Program Name Personnel Services/Delivery System

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
FEB.			1,694					
MAR.			1,694					
APR.			1,694					
MAY			1,694					
JUNE			1,694					
JULY			1,694					
AUG.			1,728					
SEPT.			1,728					
OCT.			1,728					
NOV.			1,728					
DEC.			1,728					
JAN.			1,728					
TOTAL			20,532					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
FEB.			1,490	204			
MAR.			1,490	204			
APR.			1,490	204			
MAY			1,490	204			
JUNE			1,490	204			
JULY			1,490	204			
AUG.			1,520	208			
SEPT.			1,520	208			
OCT.			1,520	208			
NOV.			1,520	208			
DEC.			1,520	208			
JAN.			1,520	208			
TOTAL			18,060	2,472			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Jack A. Boyer — Accountant — 1-30-79 Date

Signature — Date

Becky A. Marchand

Principal Administrative Analyst — 1-31-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

STATE OF CALIFORNIA

CETA OFFICE

	Positions	Salary 2-1-79 to 1-31-80	Benefits	Total
One	Staff Services Analyst	$ 9,996	$1,464	$11,460
One	Office Assistant I PSE			
	6 mos @ 657/82	3,942	492	4,434
	6 mos @ 687/86	4,122	516	4,638
	TOTAL	$18,060	$2,472	$20,532

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I. Project Abstract

On July 1, 1978, the State Department of Mental Health was established as the result of the reorganization of the former Department of Health. In the reorganization, the Department received no positions to conduct their Manpower function. In August, 1978, the Department of Developmental Services assisted the Mental Health Department in preparing and submitting to Yolo County CETA proposal to provide one Staff Services Analyst (CETA) to perform the Manpower function for the Department. As a result of this support from Yolo County, CETA (Comprehensive Employment Training Act), WIN (Work Incentive), COD (Career Opportunity Development) and Rehab (Rehabilitation) proposals have been prepared and submitted to the respective funding agencies, inorder to employ economically disadvantaged and disabled individuals in functions within the Department of Mental Health.

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State agencies have traditionally served as a vehicle to provide training and subsequent employment for Manpower program participants. Because of Legislative budget augmentation to the Department of Mental Health for new programs, and the proximity of the Headquarters offices to the major population centers of Yolo County, the Department can continue to be an active participant in facilitating the employment of Yolo County residents. Many of the functions and Units within the Department are new and could benefit the Statewide mental health program by the support of CETA projects.

In addition to the Department of Mental Health having the complete responsibility for the management and operation of the two State Mental Health hospitals, the Department also approves and funds all county mental health programs. The extent to which it is possible to improve the efficiency and effectiveness of functions of the Department will be directly reflected in improved mental health programs and facilities available to Yolo County residents.

Support for this project by Holo County, for two CETA participants will enable the Department of Mental Health to fulfill its commitment of continued involvement in Manpower programs

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

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   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

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5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

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(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Bobby J. Morehead
Authorized Signature

FEB 13 1979
Date

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-37

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Alternative Funding Resource Project

Address

711 N Street

City

Sacramento, CA 95814

Program Director

FILED

APR 6 - 1979

PETER McNAMEE, Clerk

By Billie Mirabeau DEPUTY

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Phone

322-8982

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $11,364.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title L. L. Wilcox Chief, Public Employment Section State CETA Office	Name and Title Betsy A. Marchand, Chairman Yolo County Board of Supervisors
Date MAR 2 8 1979	Date FEB 13 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 11,364, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

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7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of

Agreement nor any Agreement pursuant hereto shall

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obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

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22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

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positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order # of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-37.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marshall
(Signature of Authorized Officer)

FEB 13 [illegible]

Chairman-Yolo County Board of Supervisors
(Title of Authorized Officer)

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State of California
Employment Dev. Department
State CETA Office
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

MAR 2 8 1979

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L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

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F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betty A. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

State of California
Employment Dev. Department
State CETA Office
(Legal Name of Subgrantee)

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MAR 28 1979

_____ 19___

L. L. Jimenez
(Signature of Authorized Officer)

L. L. Jimenez
Chief, Public Employment Section
State CETA Office
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[X] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:
State of California CETA Office
711 N Street
Sacramento, CA 95814

Contact Person Cynde Jackson
Phone 322-8982 Contract No. _____
Period: From 3-1-79 To 2-29-80
Program Name Alternative Funding Resource Project

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			947					
APR.			947					
MAY			947					
JUNE			947					
JULY			947					
AUG.			947					
SEPT.			947					
OCT.			947					
NOV.			947					
DEC.			947					
JAN.			947					
FEB.			947					
TOTAL			11,364					

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MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			826	121			
APR.			826	121			
MAY			826	121			
JUNE			826	121			
JULY			826	121			
AUG.			826	121			
SEPT.			826	121			
OCT.			826	121			
NOV.			826	121			
DEC.			826	121			
JAN.			826	121			
FEB.			826	121			
TOTAL			9,912	1,452			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official

Signature _____ Date FEB 13 1979

Accountant Jack A. Boyer Date 1-30-79

Principal Administrative Analyst Lawrence L. Lunsford Date 1-31-79

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

STATE OF CALIFORNIA

CETA OFFICE

	Positions	Salary 3-1-79 to 2-29-80	Benefits	Total
One	Research Technician Various Studies - PSE	$9,912	$1,452	$11,364

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PROJECT ABSTRACT

Due to the passage of Proposition 13, it is critical that the Department of Social Services locate alternative avenues for funding vital projects in order to continue providing for a multiplicity of public service needs.

The purpose of this project is twofold: to provide adequate on the job training for a CETA employee so to prepare them for future employment; and to establish a system for identifying alternative national funding resources.

The employee in this position will:

1. locate available funding sources.
2. develop a catalog of funding resources which can be easily updated as new resources are identified.
3. develop a manual detailing instructions for preparing grant proposals.
4. establish a central information system for coordination purposes, which provides a current listing of all grants awarded the Department, including a listing of all new applications for grants.

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It is expected that the identification of available funding will lessen the impact of Proposition 13 by enabling the Department of Social Services to continue to provide quality service to Yolo County and the State at large. Because of staff cut-backs, this project cannot be accomplished with existing funds.

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CEIA TITLE III ANI

TITLE VI PROGRAM

OPERATIONS HANDBO K

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

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4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for recruiting the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no deduction of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

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   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

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5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

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d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

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a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision on an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

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(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide preferential opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups found within the Yolo County area.

Subgrantees will be required to review the CETA Affirmative Action Plan to subscribe to the policy of Equal Employment opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

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Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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X Betsy A. Marchand

Authorized Signature

Date

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-38

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Summer House, Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Summer House, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

MAR 13 1979

PETER McNAMEE, Clerk

By Deputy

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Program

Curriculum Development

Address

Box 1724

City

Woodland, CA 95695

Phone

662-8493

Program Director

Patrick Monley

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $17,028.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Thomas J. Monley 3/5/79	Betsy A. Marchand
Name and Title / Date	Name and Title / Date
Thomas J. Monley, President Summer House Incorporated	FEB 13 1979 Betsy A. Marchand, Chairman Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Summer House, Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 17,028, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The Summer House, Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 17,028, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

10. Legal Relationship

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(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition. Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

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SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

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SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-38.

COUNTY OF YOLO, PRIME SPONSOR

Bobbie J. Monhart
(Signature of Authorized Officer)

FEB 10 1977

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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Summer House Inc.
(Legal Name of SUBGRANTEE)

Thomas J. Manley
(Signature of Authorized Officer)

3/5 19 77 President & Bd. of Directors
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

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a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

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C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20I)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Robert A. Maryboard
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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Summer House Inc.
(Legal Name of Subgrantee)

3/5 19 79

Thomas J. Manley
(Signature of Authorized Officer)

President & Bd. of Director
(Title of Authorized Officer)

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____

DATE March 1, 1979

Subgrantee Name and Address:

Summer House, Inc.

Box 1724

Woodland, CA 95695

Contact Person Pat Mohley

Phone 662-8493 Contract No. _____

Period: From 3-1-79 To 2-29-80

Program Name Curriculum Development

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			1,419					1,419
APR.			1,419					1,419
MAY			1,419					1,419
JUNE			1,419					1,419
JULY			1,419					1,419
AUG.			1,419					1,419
SEPT.			1,419					1,419
OCT.			1,419					1,419
NOV.			1,419					1,419
DEC.			1,419					1,419
JAN.			1,419					1,419
FEB.			1,419					1,419
TOTAL			17,028					17,028

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,150	269			1,419
APR.			1,150	269			1,419
MAY			1,150	269			1,419
JUNE			1,150	269			1,419
JULY			1,150	269			1,419
AUG.			1,150	269			1,419
SEPT.			1,150	269			1,419
OCT.			1,150	269			1,419
NOV.			1,150	269			1,419
DEC.			1,150	269			1,419
JAN.			1,150	269			1,419
FEB.			1,150	269			1,419
TOTAL			13,800	3,228			17,028

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official

Signature Date 3/13/1979

Accountant Date

Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

SUMMER HOUSE, INC.

	Positions	Salary 3-1-79 to 2-29-80	Benefits	Total
				Micro Fiched
One	Curriculum Developer			
	12 mos @ 800/205	$ 9,600	$2,460	$12,060
One - Half	Curriculum Developer Assistant 12 mos @ 350/64	4,200	768	4,968
1½	TOTAL	$13,800	$3,228	$17,028

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

ABSTRACT

Purpose: The proposed project will increase the capacity of Summer House, Inc. to effectively teach independent living skills to developmentally disabled adults.

1. An entry level curriculum, designed for moderately functioning developmentally disabled adults residing at the Adult Group Home will include the following skill areas: grooming, money management, mobility (ability to walk or ride a bike safely throughout community), food preparation, use of telephone, and use of community resources.
2. An intermediate level curriculum, designed for higher functioning developmentally disabled adults served by Summer House Transition Services and residing in community homes and apartments will deal with the following skill areas: household management, meal planning, food preparation, money management, sexual awareness, use of community resources.

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Needs to be Addressed: Because of budget limitations Summer House, Inc. has been forced to reduce staff time involved with non-direct care responsibilities. Consequently this has eliminated the ability of staff to develop new and creative approaches to teaching independent living skills. Movement towards more independent living situations for developmentally disabled adults is largely dependent upon measurable progress in the acquisition of independent living skills.

Almost unconsiously society has allowed the shortage of alternative living situations and support programs to serve as documentation of the limited abilities of the developmentally disabled population. Summer House, Inc. has developed a continuum of residential living situations which provide an opportunity for developmentally disabled adults to determine what living situation is appropriate for them based on their demonstrated abilities. This opportunity will be greatly enhanced by the development of specialized curricula for independent living skills.

Method: Two design teams will be established. An entry level curriculum team will be composed of a full-time Curriculum Developer and a part-time Curriculum Developer Assistant. This team will be supervised by the Adult Group Home Manager. The intermediate level curriculum team will consist of a full-time Curriculum Developer and a part-time Curriculum Developer Assistant. This team will be supervised by the Transition Services Manager. Both teams will follow the same basic method. Initially team members will carry out skill assessments on clients in the skill areas designated to be a part of the curriculum. Based on completed assessments listings will be compliled of skills that are most frequently found to be deficient. Influenced by this information each of the teams will concentrate on one designated skill area and develop teaching units (designating material to be covered, teaching techniques, teaching aids and criteria for successful learning). These teaching units will then be field tested with Summer House Clients. After evaluation of the effectiveness of the initial teaching units adjustments will be made and teams will proceed with development of teaching units within the other designated skill areas. These teaching units will also be field tested and, if necessary revised, before being presented in thier final form.

Benefits: Summer House, Inc. will have permanently available two significant teaching tools, with demonstrated usefulness, to use in assisting developmentally disabled adults grow towards more self-sufficient living.

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

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7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

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4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

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(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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x Betsy A. Marchand
Authorized Signature

FEB 13 1979
Date

Thomas J. Morley 3/5/79

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-39

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	University of California, Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Micro Fiched

FILED

MAR 23 1979

PETER McNAMEE, Clerk

By Barbara Rodgers Deputy

RECEIVED

MAR 22 1979

PETER McNAMEE, Clerk

By _____ Deputy

Program

Ecological Surveys of California Streams

Address

312 Mrak Hall

City

Davis, CA 95616

Phone

752-7300

Program Director

Emily Mast

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $60,228.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
x [signature]	x Betsy A. Marchand
Name and Title / Date	Name and Title / Date
	Betsy A. Marchand, Chairman Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the University of California at Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The University of California at Davis is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

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PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 60,228, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

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The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

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(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

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(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

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(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOP shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

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22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-39.

COUNTY OF YOLO, PRIME SPONSOR

*Barbara A. Marshall
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Micro Fiched

*
(Signature of Authorized Officer)

_____ 19___

(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

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3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

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j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

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q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(2[illegible])). Micro Fiched

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Baker A. Mossbank
(Signature of Authorized Officer)

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of Subgrantee)

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_____19____

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING AGENCY

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

University of California at Davis
312 Mrak Hall
Davis, CA 95616

Contact Person Emily Mast
Phone 752-7300 Contract No. _____
Period: From 3-1-79 To 2-29-80
Program Name Ecological Surveys of California Streams

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			4,908					
APR.			4,908					
MAY			4,908					
JUNE			4,908					
JULY			4,908					
AUG.			4,908					
SEPT.			5,130					
OCT.			5,130					
NOV.			5,130					
DEC.			5,130					
JAN.			5,130					
FEB.			5,130					
TOTAL			60,228					

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MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			4,086	822			
APR.			4,086	822			
MAY			4,086	822			
JUNE			4,086	822			
JULY			4,086	822			
AUG.			4,086	822			
SEPT.			4,272	858			
OCT.			4,272	858			
NOV.			4,272	858			
DEC.			4,272	858			
JAN.			4,272	858			
FEB.			4,272	858			
TOTAL			50,148	10,080			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official

Signature Date

Accountant 1-30-79 Date

Principal Administrative Analyst 1-30-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

UNIVERSITY OF CALIFORNIA AT DAVIS

	Positions		Salary 3-1-79	to	Benefits 2-29-80	Total
Six	Laboratory Assistant I Trainee					
	6 mos @ 681/137		$24,516		$ 4,932	$29,448
	6 mos @ 712/143		25,632		5,148	30,780
		TOTAL	$50,148		$10,080	$60,228

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2.2 Abstract

There is a need for ecological surveys of California streams to identify areas that could have problems with survival of native fish communities.

Twenty-five to thirty streams known to contain native fishes will be selected across California for study and analysis. Three types of studies will be conducted over the course of the project: a quantitative study, a taxonomic study and an examination of the interactions among selected game and non-game fish .

It is expected that the project will result in the identification of problem streams, species or fisheries before they become major problems.

Six persons will be hired as Laboratory Assistant I Trainees to learn and carry out a stream sampling program, to assist in laboratory analysis of samples of fish, to compile and analyze data and prepare written reports of the studies and project.

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The opportunity for transition to unsubsidized employment at UC Davis, in private industry or into government service is excellent.

CETA TITLE III AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

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Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

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4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization should be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no deduction of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

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2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

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1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is a participant, subgrantee or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

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4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

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d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

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(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

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Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Betsey A. Marchand
Authorized Signature

FEB 13 1979
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-40

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	University of California at Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
MAR 23 1979
PETER McNAMEE, Clerk
By Barbara Rodgers Deputy

RECEIVED
MAR 23 1979
PETER McNAMEE, Clerk
By _____ Deputy

Program
Peter J. Shields Library Project

Address
312 Mrak Hall

City
Davis, CA 95616

Phone
752-7300

Program Director
Emily Mast

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

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The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $49,050.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title / Date	Name and Title / Date
	Betsy A. Marchand, Chairman Yolo County Board of Supervisors FEB 13 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the University of California at Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

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(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The University of California at Davis is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

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This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

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(a) Total Reimbursement shall not exceed the amount of $ 49,050, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

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(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Fcderal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

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(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

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(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. _____.

COUNTY OF YOLO, PRIME SPONSOR

X Bobby G. Marchand
(Signature of Authorized Officer)

FEB 13 '79

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

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X
(Signature of Authorized Officer)

_____ 19___

(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

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a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

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j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Bobbey G. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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(Legal Name of Subgrantee)

_____ 19___

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

University of California at Davis
312 Mrak Hall
Davis, CA 95616

Contact Person Emily Mast
Phone 752-7300 Contract No. _____
Period: From 3-1-79 To 2-29-80
Program Name Peter J. Shields Library Project

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			4,005					
APR.			4,005					
MAY			4,005					
JUNE			4,005					
JULY			4,005					
AUG.			4,005					
SEPT.			4,170					
OCT.			4,170					
NOV.			4,170					
DEC.			4,170					
JAN.			4,170					
FEB.			4,170					
TOTAL			49,050					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			3,335	670			
APR.			3,335	670			
MAY			3,335	670			
JUNE			3,335	670			
JULY			3,335	670			
AUG.			3,335	670			
SEPT.			3,475	695			
OCT.			3,475	695			
NOV.			3,475	695			
DEC.			3,475	695			
JAN.			3,475	695			
FEB.			3,475	695			
TOTAL			40,860	8,190			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official — Accountant — Date 1-30-79

Signature — Date — Principal Administrative Analyst — Date 1-30-79

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

UNIVERSITY OF CALIFORNIA AT DAVIS

	Positions	Salary 3-1-79 to 2-29-80	Benefits	Total
Five	Library Assistant I Trainee			
	6 mos @ 667/134	$20,010	$4,020	$24,030
	6 mos @ 695/139	20,850	4,170	25,020
	TOTAL	$40,860	$8,190	$49,050

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3.2 Abstract

The Library of the University of California, Davis is of vital importance to the University in meeting its dual purpose of research and education. Ways must continually be found to make the library operate more smoothly and efficiently for both faculty and students. The vast numbers of books, periodicals, etc. must be made more easily accessible to those of the campus community make constant use of the library facility.

Several departments within the library wish to carry out projects that all revolve around the one main task of making books, materials, etc., more accessable. These include making the Microcopy Collection more easily usable; bringing a bibliographic guide up to date; indexing materials related to the performing arts; and review of incoming faculty/staff library materials requests. There are no extra funds to carry out these projects.

The library is requesting five Library Assistant I Trainees to carry out this project. The transition rate at the library has been excellent over the years. It is anticipated this will be the case this year.

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CETA TITLE III ASE

TITLE VI PROGRAM

OPERATIONS HANDBOOK

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Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

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5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertised job opening - a copy of the ad.

Approved requests for time off should be given with no deduction of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

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2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

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C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

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All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

Micro Fiched

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

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(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

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L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

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Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Bobby A. Marchand
Authorized Signature

FEB 13 1979
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-41

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	University of California at Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Computerized Admission System

RECEIVED
MAR 22 1979
PETER McNAMEE, Clerk
By _____ Deputy

FILED
MAR 23 1979
PETER McNAMEE, Clerk
By Barbara Rodgers Deputy

Address

312 Mrak Hall

City

Davis, CA 95616

Phone

752-7300

Program Director

Emily Mast

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

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The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $18,423.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title	Name and Title
Date	Date
	FEB 13 1979
	Betsy A. Marchand, Chairman Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the University of California at Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

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(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The University of California at Davis is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operation Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

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(a) Total Reimbursement shall not exceed the amount of $ 18,423, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

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(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

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(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

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It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

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SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. _____.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand

(Signature of Authorized Officer)

FEB 12 1979

Chairman - Yolo County Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

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(Signature of Authorized Officer)

_____ 19___

(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

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3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs, (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

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i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Peter A. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

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(Legal Name of Subgrantee)

_____ 19___

(Signature of Authorized Officer)

(Title of Authorized Officer)

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

University of California at Davis
312 Mrak Hall
Davis, CA 95616

Contact Person Emily Mast
Phone 752-7300 Contract No. _____
Period: From 3-1-79 To 2-29-80
Program Name Computerized Admission System

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			1,503					
APR.			1,503					
MAY			1,503					
JUNE			1,503					
JULY			1,503					
AUG.			1,503					
SEPT.			1,568					
OCT.			1,568					
NOV.			1,568					
DEC.			1,568					
JAN.			1,568					
FEB.			1,565					
TOTAL			18,423					

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MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			1,252	251			
APR.			1,252	251			
MAY			1,252	251			
JUNE			1,252	251			
JULY			1,252	251			
AUG.			1,252	251			
SEPT.			1,306	262			
OCT.			1,306	262			
NOV.			1,306	262			
DEC.			1,306	262			
JAN.			1,306	262			
FEB.			1,303	262			
TOTAL			15,345	3,078			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Date FEB 13 1979

Accountant — Date 1-31-79

Principal Administrative Analyst — Date 1-31-79

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

UNIVERSITY OF CALIFORNIA AT DAVIS

	Positions		Salary	Benefits to	Total
One	Senior Clerk Trainee				
	6 mos @ 667/134		$ 4,002	$ 804	$ 4,806
	6 mos @ 695/139		4,170	834	5,004
One	Clerk Trainee				
	6 mos @ 584/117		3,507	702	4,209
	6 mos @ 611/123		3,666	738	4,404
Two		TOTAL	$15,345	$3,078	$18,423

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4.2 Abstract

The Admissions Office of UCD is converting from a manual information system to a computerized one. The conversion is currently taking place and is scheduled to be completed by July 1981. However no additional funds have been allocated to the department to cover the additional staff needed. This lack of funds may result in delays to the schedule.

The Admissions Office is requesting a Senior Clerk Trainee and a Clerk Trainee to assist the professional staff in the development and implementation of the new system. It is an excellent opportunity for someone interested in computerization of records.

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Betsey A. Morehouse
Authorized Signature

FEB 12 1979
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 79-42

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	University of California at Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Study of Women and Roles

RECEIVED
MAR 23 1979
PETER McNAMEE, Clerk
By ____ Deputy

FILED
MAR 23 1979
PETER McNAMEE, Clerk
By Barbara A. Rodgers Deputy

Address

312 Mrak Hall

City

Davis, CA 95616

Phone

752-7300

Program Director

Emily Mast

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $11,190.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title / Date	Name and Title / Date
	FEB 13 1979
	Betsy A. Marchand, Chairman Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the University of California at Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The University of California at Davis is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 11,190, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. _____.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

FEB 13 1970

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

_____ 19____

(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of Subgrantee)

_____ 19___

(Signature of Authorized Officer)

(Title of Authorized Officer)

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

University of California at Davis
312 Mrak Hall
Davis, CA 95616

Contact Person Emily Mast
Phone 752-7300 Contract No. _____
Period: From 3-1-79 To 2-29-80
Program Name Study of Women and Sex Roles

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			912					
APR.			912					
MAY			912					
JUNE			912					
JULY			912					
AUG.			912					
SEPT.			953					
OCT.			953					
NOV.			953					
DEC.			953					
JAN.			953					
FEB.			953					
TOTAL			11,190					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			760	152			
APR.			760	152			
MAY			760	152			
JUNE			760	152			
JULY			760	152			
AUG.			760	152			
SEPT.			794	159			
OCT.			794	159			
NOV.			794	159			
DEC.			794	159			
JAN.			794	159			
FEB.			794	159			
TOTAL			9,324	1,866			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

Name and Title of Authorized Official

Signature — Date: FEB 13 1979

For CETA Approval Only:

Accountant — Date: 1-30-79

Principal Administrative Analyst — Date: 1-30-79

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

UNIVERSITY OF CALIFORNIA AT DAVIS

	Positions	Salary 3-1-79 to 2-29-80	Benefits	Total
One	Principal Clerk Trainee			
	6 mos @ 760/152	$4,560	$ 912	$ 5,472
	6 mos @ 794/159	4,764	954	5,718
	TOTAL	$9,324	$1,866	$11,190

5.2 Abstract

Within a large university, faculty members may often not know that their research overlaps with that of others. This is also true of UCD, especially in the area of Women's Studies. Also, the field of Women's Studies is growing so fast it is difficult to keep up with all the resources available to researchers. One example of this is the large number of films dealing with sex-role stereotyping that have been produced in the last few years.

This project has two main goals: (1) the development of a faculty research interests booklet and (2) the development of a film library dealing with the various roles of women in our society today.

The Academic Research Office has requested one person who is especially interested in women's issues to fill the position of Principal Clerk Trainee to carry out the tasks of this project.

CHIA TITLE III ASA

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Support Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no deduction of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other agrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

x Betsey A. Marchand
Authorized Signature

FEB 13 1979
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/ Subgrant No. 7943

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	University of California at Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Biological Control of Mosquitoes

RECEIVED MAR 23 1979 PETER McNAMEE, Clerk By _____ Deputy

FILED MAR 23 1979 PETER McNAMEE, Clerk By Deborah Rodgers Deputy

Address

312 Mrak Hall

City

Davis, Ca 95616

Phone

752-7300

Program Director

Emily Mast

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on March 1, 1979.

The term of the SUBGRANT shall end on February 29, 1980.

The total amount of the SUBGRANT is $30,114.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title / Date	Name and Title / Date
	Betsy C. Marchand, Chairman Yolo County Board of Supervisors
	FEB 13 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of March, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the University of California at Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The University of California at Davis is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Project Abstract

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h)

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin March 1, 1979, and shall end February 29, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 30,114, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. _____.

COUNTY OF YOLO, PRIME SPONSOR

Blaine G. Morehead
(Signature of Authorized Officer)

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

_____ 19____

(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the PA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Bob Merchant
(Signature of Authorized Officer)

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of Subgrantee)

_____ 19 ____

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

[x] ORIGINAL [ ] REVISION NO. _____ DATE March 1, 1979

Subgrantee Name and Address:

University of California at Davis
312 Mrak Hall
Davis, CA 95616

Contact Person Emily Mast
Phone 752-7300 Contract No. _____
Period: From 3-1-79 To 2-29-80
Program Name Biological Control of Mosquitoes

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
MAR.			2,454					
APR.			2,454					
MAY			2,454					
JUNE			2,454					
JULY			2,454					
AUG.			2,454					
SEPT.			2,565					
OCT.			2,565					
NOV.			2,565					
DEC.			2,565					
JAN.			2,565					
FEB.			2,565					
TOTAL			30,114					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
MAR.			2,043	411			
APR.			2,043	411			
MAY			2,043	411			
JUNE			2,043	411			
JULY			2,043	411			
AUG.			2,043	411			
SEPT.			2,136	429			
OCT.			2,136	429			
NOV.			2,136	429			
DEC.			2,136	429			
JAN.			2,136	429			
FEB.			2,136	429			
TOTAL			25,074	5,040			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official

Signature Date

FEB 13 1979

Accountant Date 1-30-79

Principal Administrative Analyst Date 1-30-79

YC 108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

UNIVERSITY OF CALIFORNIA AT DAVIS

	Positions	Salary 3-1-79 to	Benefits 2-29-80	Total
Three	Laboratory Assistant I Trainee			
	6 mos @ 681/137	$12,258	$2,466	$14,724
	6 mos @ 712/143	12,816	2,574	15,390
	TOTAL	$25,074	$5,040	$30,114

7.2 Abstract

Several laboratories in the Wildlife and Fisheries Biology Department are collaborating on a study of mosquito fish metabolic demand, prey selection and production. Objectives of this study include a better environmental circumstances for mosquito fish predator-prey interactions. The end result of this research is the experimental determination of the metabolic and environmental requirements of freshwater fishes used in the biological control of mosquitoes. Measurements of respiration, growth, etc., are necessary before large scale pond or field studies can receive proper interpretation.

The project will provide training for personnel interested in any aspect of fish culture. The trainees will become proficient in the husbandry of fish including the care and feeding of all life stages, disease control methods and maintaining water quality. The trainees will also develop an understanding of selective breeding and the importance of fish identification and data collection. Experience in the actual breeding of fish will also familiarize the trainees with the relative importance of specific characteristics to the mass rearing of fish.

Persons who have received the training and experience will be needed by Mosquito Abatement Districts that initiate fish culture programs. The training will also be appropriate to the needs of commercial fish farming as well as Department of Fish and Game and federal hatcheries.

CEIA TITLE III ANI

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no deduction of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYNA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Bobe A. Marchand
Authorized Signature

FEB 19 1979
Date